

THE HONORABLE BENJAMIN H. SETTLE

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

DANA MILLER,

Plaintiff Intervenor, and

JANELLE SEVILLA,

Plaintiff Intervenor,

v.

PACIFIC HOSPITALITY, LLC, d/b/a LA
QUINTA INN FEDERAL WAY, and
SEASONS HOTEL, LLC, d/b/a BEST
WESTERN TACOMA DOME HOTEL,

Defendants.

CIVIL ACTION NO. 3:10-CV-05715-BHS

[PROPOSED] CONSENT DECREE

I. INTRODUCTION

1. This action originated when Jennifer Watson and Dana Miller filed charges of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC"). Ms. Watson and Ms. Miller alleged that Defendant Pacific Hospitality, LLC d/b/a La Quinta Inn

[PROPOSED] CONSENT DECREE - Page 1 of 30

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Seattle Field Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone: (206) 220-6883
Facsimile: (206) 220-6911
TDD: (206) 220-6882

Wat. *Jul R*

1 Federal Way (now d/b/a the "Best Western Evergreen Inn," hereinafter "Pacific Hospitality"),
2 and Defendant Seasons Hotel, LLC, d/b/a Best Western Tacoma Dome Hotel (hereinafter,
3 "Seasons"), subjected Ms. Watson and Ms. Miller to a hostile work environment based on their
4 race, sex and/or pregnancy, and religion and constructively discharged them in violation of Title
5 VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e et seq.

6 2. On August 13, 2010 the EEOC issued a Determination finding reasonable cause to believe
7 that Pacific Hospitality and Seasons violated Title VII based on Ms. Watson and Ms. Miller's
8 charges. The EEOC's Letter of Determination included a finding that similarly situated female
9 employees were also subject to harassment because of their race, sex (female) and/or pregnancy.
10 Thereafter, EEOC attempted to conciliate the charges. However, conciliation was unsuccessful.
11

12 3. The EEOC filed this lawsuit on September 30, 2010, in the United States District Court
13 for the Western District of Washington at Tacoma on half of Ms. Watson, Ms. Miller and
14 similarly situated female employees. The EEOC filed a First Amended Complaint on or about
15 December 21, 2011. The Complaint and First Amended Complaint allege, generally, that one or
16 both co-defendants violated Title VII by subjecting Ms. Watson, Ms. Miller and a class of 11
17 other similarly situated female employees (collectively, the "Class Members")¹ to a hostile work
18 environment based on their race, sex, pregnancy, and/or religion, and discharged them or
19 constructively discharged them. Pacific Hospitality and Seasons denied the allegations of
20 wrongdoing in the Complaint and First Amended Complaint.
21
22
23

24 ¹ The Class Members are: Carolyn Beamon, Caroline McIntyre, Janelle Sevilla, Marie Shuffield, Rina McCauley,
25 Ashima Diwan, Maria Godinez, Rachel Gutierrez, Katia Ono, Cassandra Sandwith and Heather Sawyer.

1 4. The parties want to conclude fully and finally all claims arising out of the EEOC's
2 Complaint and First Amended Complaint and Ms. Watson and Ms. Miller's charges of
3 discrimination filed with EEOC. By entering into this Consent Decree, Pacific Hospitality and
4 Seasons do not admit, either expressly or impliedly, that they have violated any federal, state or
5 local law, and this Consent Decree shall not be deemed an admission of such. However, they
6 recognize and acknowledge the importance of equal employment opportunity as is set forth in
7 Title VII, and, given the issues raised in this lawsuit, wish to ensure that they do not violate Title
8 VII in the future. The EEOC and Pacific Hospitality and Seasons enter into this Consent Decree
9 to further the objectives of equal employment opportunity as set forth in the Title VII, and to
10 avoid the disruption, costs, delay, risk and expense of further litigation.
11

12 JURISDICTION AND VENUE

13 5. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and
14 1345. This action is authorized pursuant to Sections 706(f) (1) and (3) of Title VII of the Civil
15 Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f) (1) and (3), and Section 102 of the
16 Civil Rights Act of 1991, 42 U.S.C. § 1981a. The parties agree that the alleged acts took place
17 within the jurisdiction of the United States District Court for the Western District of Washington.
18

19 II. SETTLEMENT SCOPE

20 6. This Consent Decree is the final and complete resolution of all Title VII allegations of
21 unlawful employment practices contained in Ms. Watson and Ms. Miller's discrimination charge,
22 on behalf of Ms. Watson, Ms. Miller and all similarly situated employees, in the EEOC's
23 administrative determination, and of all claims set forth in the Complaint and First Amended
24
25

Walt.
507 km

1 Complaint filed herein, including all claims by the EEOC and Pacific Hospitality and Seasons
2 for attorney fees and costs. Upon entry of this Consent Decree, all claims in the entire lawsuit
3 shall be dismissed with prejudice and without fees or costs to any party, subject only to
4 enforcement of this Consent Decree.

5 III. MONETARY RELIEF

6 7. In settlement of this lawsuit, Pacific Hospitality shall make payments totaling \$161,000 and
7 Seasons shall make payments totaling \$ 204,000, for a total of \$365,000, to Charging Party
8 Jennifer Watson and the EEOC's Class. The EEOC shall allocate the payments among the
9 Class Members. It is understood that such allocation will include a reasonable amount to back
10 pay, with a separate amount allocated to compensatory damages. The payments shall be sent
11 directly to each Class Member, at addresses provided by the Commission. The payments shall
12 total \$20,000 per quarter between Pacific and Seasons, and be made on a quarterly basis, on the
13 15th day of the month, commencing on September 15, 2012 and continuing every three months
14 thereafter. The payments shall be made for a period of four (4) years, with one balloon payment
15 totaling, between Pacific and Seasons, \$45,000 at the end of the four year period. This payment
16 plan shall be secured by a confession of judgment by each co-Defendant for the specific amount
17 listed for each Defendant above, pursuant to the provisions of the confessions of judgment,
18 attached hereto as Exhibit A. In order to receive any of the monetary relief referenced in this
19 paragraph, each Charging Party or Class Member must execute a Release in the form of Exhibit
20 B, and that Release must be provided to counsel for Pacific Hospitality and Seasons.
21
22
23
24
25

V. INJUNCTIVE AND OTHER RELIEF

A. General Provisions

8. Pacific Hospitality and Seasons, its officers, agents, managers, assistant managers and other supervisors are enjoined from engaging in practices which constitute harassment in violation of Title VII based on an employee's race, sex (including pregnancy), religion, and which constitute retaliation in violation of Title VII for an individual engaging in protected EEO activity. In recognition of its obligations under the Title VII, Pacific Hospitality and Seasons shall institute the policies and practices set forth below at all of its facilities in the state of Washington.

B. Anti-Discrimination Policies and Procedures

9. Within ninety (90) days of the filing of this consent decree, with the assistance of an independent harassment consultant, Defendants will adopt a written equal employment opportunity policy which sets forth the requirements of federal laws against employment discrimination and specifically those provisions which make harassment unlawful and which make it unlawful to retaliate against any current or former employee for opposing any practice made unlawful by Title VII. The harassment consultant will be retained, at Defendants expense, to conduct an internal review and audit of the company's harassment policy and complaint procedure. The harassment consultant will be subject to the prior approval of the EEOC and the policy and complaint procedure to be developed will address, at a minimum, the following statement of "Zero-Tolerance Policy": Best Western Evergreen Inn and Best Western Tacoma Dome are firmly committed to developing and maintaining a zero-tolerance policy concerning

W.M. J. R.

1 discrimination, harassment and retaliation against individuals who report discrimination or
2 harassment in the company's workplace; to swiftly and firmly responding to any acts of
3 discrimination, harassment or retaliation of which the company becomes aware; to implementing
4 a disciplinary system that is designed to strongly deter future acts of discrimination, harassment
5 or retaliation; to eradicating any vestiges of a work environment that is hostile to individuals
6 based on their protected status; and to actively monitoring its workplace in order to ensure
7 tolerance, respect and dignity for all people.
8

9 10. In order to effectuate the objectives embodied in Defendants' Zero-Tolerance Policy
10 and this Decree Defendants shall develop and maintain policies, procedures and practices that
11 contain the following elements.

12 a. Discrimination and Harassment Policy. Defendants shall implement a
13 discrimination and harassment policy, as necessary, in order to:

- 14 i. provide clear definitions and examples of prohibited discrimination,
15 sex, race, religion, and pregnancy-based harassment, and retaliation;
16 ii. provide for substantial and progressive discipline for incidents of
17 discrimination, harassment, and/or retaliation;
18 iii. provide that complaints of discrimination, harassment and/or
19 retaliation will be accepted by Defendants in writing and orally with the
20 understanding that Defendants may follow up in writing to memorialize
21 any complaint;
22
23
24
25

1 iv. provide a timetable for reporting a complaint, for commencing an
2 investigation after a complaint is made or received and for remedial action
3 to be taken upon conclusion of an investigation; and
4 v. indicate that, promptly upon the conclusion of its investigation of a
5 complaint, Defendants will communicate to the complaining party the
6 results of the investigation and the remedial actions taken or proposed, if
7 any.
8

9 b. Complaint Procedures.

10 i. Defendants shall institute a complaint procedure designed to encourage
11 employees to come forward with complaints about violations of its
12 discrimination, harassment and retaliation policy. As part of this policy,
13 Defendants shall provide their employees with convenient, confidential
14 and reliable mechanisms for reporting incidents of discrimination,
15 harassment and retaliation. Included within this mechanism shall be an
16 avenue for complaints higher than the general manager of the hotels.
17 Defendants shall designate at least two upper management employees
18 charged with investigating such issues, as persons who may be contacted,
19 and their names, responsibilities, work locations and telephone numbers
20 shall be routinely and continuously posted. Also as part of its procedure,
21 Defendants shall keep a Complaint Box in a place at both hotels where
22 employees tend to gather and which is not in the managerial area of
23
24
25

Went for Rn

1 Defendants' offices. The upper management employees designated by
2 Defendants as charged with investigating complaints of discrimination
3 will gather the complaints from the Complaint Box.

4 ii. Defendants shall enable complaining parties to be interviewed by
5 Defendants about their complaints in such a manner that permits the
6 complaining party, at such party's election, to remain inconspicuous to all
7 of the employees in such party's work area. Defendants' complaint
8 procedure shall not impose upon individuals seeking to make a complaint
9 alleging discrimination, harassment and/or retaliation any requirements
10 that are more burdensome than are imposed upon individuals who make
11 other complaints of comparable gravity.
12

13 iii. Defendants shall ensure that their policies and procedures provide that
14 complaint handling and disciplinary procedures regarding all complaints
15 of discrimination, harassment and/or retaliation are investigated and
16 addressed promptly. Specifically, Defendants shall make their best effort
17 to investigate all complaints of discrimination, harassment and/or
18 retaliation promptly and to begin investigations within one (1) week and
19 finish as soon thereafter as is reasonably practical under the
20 circumstances. Defendants will further make their best effort to prepare
21 their written findings of the results of each investigation and the remedial
22 actions proposed within one (1) week after completion of the
23
24
25

Wm. Jor *fm*

1 investigation, and shall thereupon promptly communicate to the
2 complaining party the results of the investigation and the remedial actions
3 taken or proposed, if any. If the investigation is the result of an
4 anonymous complaint filed in the complaint box, Defendants will only be
5 obligated to notify affected parties, to the extent they are known, of the
6 result of the investigation and remedial actions taken or proposed, if any.

7 iv. Defendants shall make best efforts to ensure that appropriate remedial
8 actions are taken to resolve complaints and to avoid the occurrence of
9 further incidents of discrimination, harassment and/or retaliation.

10 Defendants further shall revise their progressive discipline policy to
11 provide for appropriate discipline including, but not limited to,
12 suspensions without pay, demotion or termination, as possible
13 consequences for violations of its discrimination, harassment and
14 retaliation policies.
15

16
17 c. Policies Designed To Promote Supervisor Accountability.

18 i. Defendants shall impose discipline designed to stop any unlawful
19 behavior, up to and including suspension without pay, demotion or
20 termination upon any employee, including supervisors or managers, who
21 engages in discrimination, harassment or permit any such conduct to occur
22 in his or her work area or among employees under his or her supervision,
23 or who retaliates against any person who complains or participates in any
24
25

W.M. JCR

1 investigation or proceeding concerning any such conduct. Defendants
2 shall communicate this policy to all of their employees.

3 ii. Defendants shall advise all managers and supervisors of their duty to
4 actively monitor their work areas to ensure employees' compliance with
5 the companies' discrimination and harassment policies, and to report any
6 incidents and/or complaints of discrimination, harassment and/or
7 retaliation of which they become aware to the designated employees
8 charged with handling such complaints.

9
10 iii. Defendants shall, in evaluating the performance and determining
11 compensation of managers and supervisors, take into account how
12 supervisors and managers handle equal employment opportunity ("EEO")
13 issues, and to link such evaluations to any supervisor or management
14 promotion and/or salary/bonus decisions.

15 iv. Defendants shall include "commitment to equal employment
16 opportunity" as a criterion for qualification for supervisory or
17 management positions.

18 v. General Manager Syed Ahmed's employment with both Defendants
19 shall be permanently terminated within seven (7) days of the date of
20 entrance of this Consent Decree.
21

22 d. Training.
23
24
25

Handwritten signatures: *Ward*, *Joey*, *Km*

1 i. Defendants shall provide mandatory annual discrimination, harassment
2 and retaliation training to its Owners who play a role in on-site
3 management, General Manager, Front Desk Managers, Sales Managers,
4 Operations Managers, Controller, Executive Housekeeper and Executive
5 Chef. In addition, Defendants shall provide mandatory discrimination,
6 harassment and retaliation training to all new employees via video during
7 employee orientation. Defendants shall also provide training to all
8 persons charged with the handling of complaints of discrimination,
9 harassment and/or retaliation in the workplace, including the techniques
10 for investigating and stopping it. The first session of this training must
11 take place within ninety (90) days of the signing of this decree.

13 iii. All training required by this Decree shall be conducted by experienced
14 discrimination and harassment educators and/or consultants, although it
15 may be provided via video as is set forth above. All training outlined in
16 this Decree shall begin with an initial assessment conducted by the
17 educators and/or consultants and may include a broad assessment of
18 Defendants function as it interplays with the training issues outlined
19 above. Defendants understand that this assessment may result in policy or
20 training recommendations beyond those required by this Decree, and that
21 Defendants shall be responsible for all costs associated with any
22 assessment or training growing out of this Decree.
23
24
25

Wm. J. J. R.

1 D. Employee Records and Neutral Employment Reference

2 11. Pacific Hospitality and Seasons shall purge the personnel files of Ms. Watson, Ms.
3 Miller and each Class Member so that they have no reference to any charge or allegation of
4 discrimination against Pacific Hospitality and Seasons and this lawsuit. Pacific Hospitality and
5 Seasons shall not disclose any information or make reference to any charge of discrimination or
6 this lawsuit in responding to requests for information about Ms. Miller, Ms. Watson or any other
7 Class Member. Defendants shall provide a neutral job reference for all inquiries, containing the
8 dates of employment and the position(s) held.
9

10 E. Reinstatement

11 12. Defendants shall reinstate Class Members Carolyn Beamon-Williams and Cassandra
12 Sandwith as servers with all the accompanying benefits and privileges within thirty (30) days of
13 the filing of this consent decree. Thereafter, Defendants will then ensure that Class Members
14 Beamon-Williams and Sandwith are not subjected to discrimination or retaliation for their
15 participation in this lawsuit.
16

17 F. Reporting

18 13. Pacific Hospitality and Seasons shall report to the EEOC for a period of four (4)
19 years. The reports shall be in writing and submitted on an annual basis during the four -year
20 reporting period. The reporting period will run from the date of the entry of this Consent Decree,
21 and shall include the following information:
22

23 a. Certification of the completion of training and list of attendees set forth in Paragraph
24 11 above, and a list of all attendees including job titles.
25

Handwritten signature and initials: "Hnd. 507 Rn"

1 b. Certification that its EEO policy has been given to all current and newly hired
2 employees as described in Paragraph 10 above.

3 c. A copy of its EEO policy and a list of any changes, modifications, revocations or
4 revisions to EEO policies and procedures if any, which concern or affect the subject of
5 harassment, discrimination and retaliation; and

6 d. A summary of all harassment, discrimination and retaliation complaints at Defendants,
7 if any, by employees (including those made through the Complaint box), identified by name, and
8 the resolution of each complaint. Defendants must identify the complaining party by name, the
9 alleged discriminator/harasser/retaliator by name, give a description of the complaint and
10 indication what actions, if any, the company has taken on the complaint and the time frame when
11 the actions were taken.

12
13 G. Posting

14 14. Pacific Hospitality and Seasons shall post a Notice, attached as Exhibit A to this
15 Consent Decree. The Notice shall be posted on a centrally located bulletin board at Pacific
16 Hospitality and Seasons' hotels for the duration of the Consent Decree.
17

18 VI. ENFORCEMENT

19 15. If the EEOC determines that Pacific Hospitality and Seasons have not complied with
20 the terms of this Consent Decree, the EEOC shall provide written notification with a detailed
21 description of the alleged breach to Pacific Hospitality and Seasons. The EEOC shall not petition
22 the Court for enforcement of this Consent Decree for at least twenty (20) days after providing
23 written notification of the alleged breach. The 20-day period following the written notice shall be
24
25

WM. J. J. [Signature]

1 used by the EEOC and Pacific Hospitality and Seasons for good faith efforts to resolve the
2 dispute.

3 VII. RETENTION OF JURISDICTION

4 16. The United States District Court for the District of Washington at Tacoma shall retain
5 jurisdiction over this matter for the duration of this Consent Decree.

6
7 VIII. DURATION AND TERMINATION

8
9 17. This Consent Decree shall be in effect for four (4) years from the date of entry of the
10 Decree. If the EEOC petitions the Court for breach of this Consent Decree, and the Court finds
11 The Company to be in violation of the terms of the Consent Decree, the Court may extend the
12 duration of this Consent Decree.

13 Respectfully submitted this 15th day of June, 2012.

14
15 By: 
16

17 William R. Tamayo
18 U.S. Equal Employment Opportunity Commission
19 San Francisco District Office
20 350 The Embarcadero, Suite 500
21 San Francisco, California 94105-1260
22 Telephone: (415) 625-5645
23 Fax: (415) 625-5609
24 Molly B. Powell
25 U.S. Equal Employment Opportunity Commission
Seattle Field Office
909 First Ave, Suite 400
Seattle, WA 98104
Tel: (206) 220-6892

had out

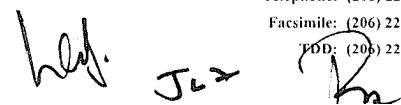
1 Fax: (206) 220-6911
2 Molly.Powell@EEOC.gov

3 Attorneys for Plaintiff EEOC

4 By: 
5

6 James Fowler, Esq.
7 One Union Square
8 600 University Street, Suite 2424
9 Seattle, Washington 98101-1192
10 Telephone: (206) 464-0404
11 Facsimile: (206) 464-0484
12 jfowler@vjgseattle.com

13 Attorney for the Defendants
14
15
16
17
18
19
20
21
22
23
24
25



The Honorable Benjamin H. Settle
UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON
AT TACOMA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

PACIFIC HOSPITALITY, LLC, d/b/a LA)
QUINTA INN FEDERAL WAY and)
SEASONS HOTEL, LLC, d/b/a BEST)
WESTERN TACOMA DOME HOTEL,)

Defendants.)

DANA MILLER,)

Plaintiff,)

v.)

PACIFIC HOSPITALITY, LLC, et al.,)

Defendants.)

JANELLE SEVILLA,)

Plaintiff,)

v.)

PACIFIC HOSPITALITY, LLC, et al.,)

Defendants.)

JUDGMENT SUMMARY

Wesley *762* *R*

Judgment Creditor: EEOC

Attorney for Judgment Creditor: Molly Powell
900 First Ave, Suite 400
Seattle, WA 98104

Judgment Debtor: Seasons Hotels, LLC

Principal Judgment Amount: \$204,000

Attorneys' Fees: N/A

Costs: N/A

Total Judgment Amount: \$204,000

Interest: This judgment shall bear interest at the rate of interest applicable to federal court judgments on and after the time of entry of this judgment

CONFESSION OF JUDGMENT

State of Washington)
) ss:
County of King)

Badru Sayani, being first duly sworn under oath, deposes and states:

1. I, Badru Sayani, am the Managing Member of Seasons Hotels, LLC ("Seasons"). I make this Declaration based upon personal knowledge and am authorized to enter into this Confession of Judgment on behalf of Seasons.

2. This action originated when Jennifer Watson and Dana Miller filed charges of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC"). Ms. Watson and Ms. Miller alleged that Defendant Pacific Hospitality, LLC d/b/a La Quinta Inn Federal Way (now d/b/a the "Best Western Evergreen Inn," hereinafter "Pacific Hospitality"),

Wad. J. K.

1 and Defendant Seasons Hotel, LLC, d/b/a Best Western Tacoma Dome Hotel (hereinafter,
2 "Seasons"), subjected Ms. Watson and Ms. Miller to a hostile work environment based on their
3 race, sex and/or pregnancy, and religion and constructively discharged them in violation of Title
4 VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e et seq.

5 3. On August 13, 2010 the EEOC issued a Determination finding reasonable cause
6 to believe that Pacific Hospitality and Seasons violated Title VII based on Ms. Watson and Ms.
7 Miller's charges. The EEOC'S Letter of Determination included a finding that similarly situated
8 female employees were also subject to harassment because of their race, sex (female) and/or
9 pregnancy. Thereafter, EEOC attempted to conciliate the charges. However, conciliation was
10 unsuccessful.

11 4. The EEOC filed this lawsuit on September 30, 2010, in the United States District
12 Court for the Western District of Washington at Tacoma on half of Ms. Watson, Ms. Miller and
13 similarly situated female employees. The EEOC filed a First Amended Complaint on or about
14 December 21, 2011. The Complaint and First Amended Complaint allege, generally, that one or
15 both co-defendants violated Title VII by subjecting Ms. Watson, Ms. Miller and a class of
16 similarly situated female employees (collectively, the "Class Members") to a hostile work
17 environment based on their race, sex, pregnancy, and/or religion, and discharged them or
18 constructively discharged them. Pacific Hospitality and Seasons filed an Answer that denied the
19 allegations of wrongdoing in the Complaint and First Amended Complaint.

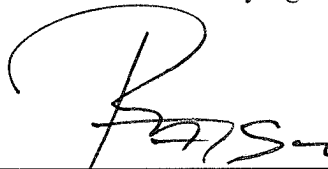
20 5. On or about June 11, 2012, Seasons entered into a Consent Decree in the above-
21 entitled case to resolve all disputes in that case. Pursuant to the Consent Decree, Seasons agreed
22 to pay the amounts set forth in paragraph 7 of the Consent Decree.

23 6. As part of the Consent Decree, Seasons agreed to execute this Confession of
24 Judgment in order to secure the timely payment of the amounts referenced in paragraph 2 above.
25

hes. *507* *R*

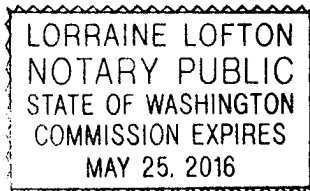
By execution of this Confession of Judgment, Seasons authorizes the entry of this judgment for the following amount on the following conditions:

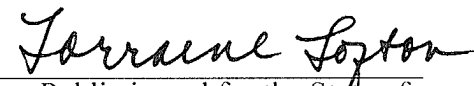
- a. Amount: \$204,000 less all payments made by Seasons to the EEOC pursuant to the Consent Decree;
- b. Conditions: This Judgment shall not be filed or executed upon until and unless the following conditions have been met:
 - i. Seasons has failed to make a timely payment required by the Consent Decree, and failed to cure the lack of payment within 20 days after receipt of written notice of default by the EEOC; and
 - ii. an authorized representative of the EEOC files a sworn declaration testifying to the amount owed and testifying that the above conditions have been met.


Badru Sayani, Managing Member, Seasons Hotels, LLC

SUBSCRIBED AND SWORN TO BEFORE ME this 12th day of June,

2012.




Notary Public in and for the State of Washington residing at Seattle
My commission expires: 5/25/16

ORDER AND JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. EEOC is hereby awarded judgment against Seasons Hospitality, LLC in the principal amount of \$_____;



2. Interest shall accrue on the outstanding judgment amount at the rate of interest applicable to federal court judgments on and after the time of entry of this Judgment;

3. The Clerk is directed to enter this Judgment in the records of the Court forthwith.

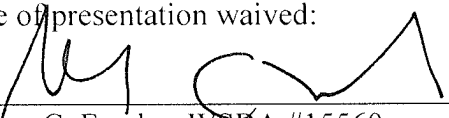
DONE IN OPEN COURT this _____ day of _____, 20__.

JUDGE/COURT COMMISSIONER

Presented by:
EEOC

By _____

Approved for entry, copy received,
Notice of presentation waived:

By 
James C. Fowler, WSBA #15560
Attorney for Seasons Hotels, LLC

hcs. JG7 [Signature]

The Honorable Benjamin H. Settle
UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON
AT TACOMA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

PACIFIC HOSPITALITY, LLC, d/b/a LA)
QUINTA INN FEDERAL WAY and)
SEASONS HOTEL, LLC, d/b/a BEST)
WESTERN TACOMA DOME HOTEL,)

Defendants.)

DANA MILLER,)

Plaintiff,)

v.)

PACIFIC HOSPITALITY, LLC, et al.,)

Defendants.)

JANELLE SEVILLA,)

Plaintiff,)

v.)

PACIFIC HOSPITALITY, LLC, et al.,)

Defendants.)

No. 3:10-cv-05715-BHS

CONFESSION OF JUDGMENT

JUDGMENT SUMMARY

Judgment Creditor:

EEOC

Handwritten signature: W. J. 507 Dm

1 Attorney for Judgment Creditor:

Molly Powell
900 First Ave, Suite 400
Seattle, WA 98104

3 Judgment Debtor:

Pacific Hospitality, LLC

5 Principal Judgment Amount:

\$161,000

6 Attorneys' Fees:

N/A

7 Costs:

N/A

8 Total Judgment Amount:

\$161,000

9 Interest:

This judgment shall bear interest at the rate of
interest applicable to federal court judgments on
and after the time of entry of this judgment

12 **CONFESSION OF JUDGMENT**

13 State of Washington)

14) ss:

15 County of King)

16 Nizar Sayani, being first duly sworn under oath, deposes and states:

17 7. I, Nizar Sayani, am the Managing Member of Pacific Hospitality, LLC
18 ("Pacific"). I make this Declaration based upon personal knowledge and am authorized to enter
19 into this Confession of Judgment on behalf of Pacific.

20 8. This action originated when Jennifer Watson and Dana Miller filed charges of
21 discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC"). Ms.
22 Watson and Ms. Miller alleged that Defendant Pacific Hospitality, LLC d/b/a La Quinta Inn
23 Federal Way (now d/b/a the "Best Western Evergreen Inn," hereinafter "Pacific Hospitality"),
24 and Defendant Seasons Hotel, LLC, d/b/a Best Western Tacoma Dome Hotel (hereinafter,
25

W. J. J. J.

1 “Seasons”), subjected Ms. Watson and Ms. Miller to a hostile work environment based on their
2 race, sex and/or pregnancy, and religion and constructively discharged them in violation of Title
3 VII of the Civil Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. § 2000e et seq.

4 9. On August 13, 2010 the EEOC issued a Determination finding reasonable cause
5 to believe that Pacific Hospitality and Seasons violated Title VII based on Ms. Watson and Ms.
6 Miller’s charges. The EEOC’S Letter of Determination included a finding that similarly situated
7 female employees were also subject to harassment because of their race, sex (female) and/or
8 pregnancy. Thereafter, EEOC attempted to conciliate the charges. However, conciliation was
9 unsuccessful.
10

11 10. The EEOC filed this lawsuit on September 30, 2010, in the United States District
12 Court for the Western District of Washington at Tacoma on half of Ms. Watson, Ms. Miller and
13 similarly situated female employees. The EEOC filed a First Amended Complaint on or about
14 December 21, 2011. The Complaint and First Amended Complaint allege, generally, that one or
15 both co-defendants violated Title VII by subjecting Ms. Watson, Ms. Miller and a class of
16 similarly situated female employees (collectively, the “Class Members”) to a hostile work
17 environment based on their race, sex, pregnancy, and/or religion, and discharged them or
18 constructively discharged them. Pacific Hospitality and Seasons filed an Answer which denied
19 the allegations of wrongdoing in the Complaint and First Amended Complaint.
20

21 11. On or about June 11, 2012, Pacific entered into a Consent Decree in the above-
22 entitled case to resolve all disputes in that case. Pursuant to the Consent Decree, Pacific agreed
23 to pay the amounts set forth in paragraph 7 of the Consent Decree.
24
25

Wad. Jan. 2012

12. As part of the Consent Decree, Pacific agreed to execute this Confession of Judgment in order to secure the timely payment of the amounts referenced in paragraph 5 above. By execution of this Confession of Judgment, Pacific authorizes the entry of this judgment for the following amount on the following conditions:

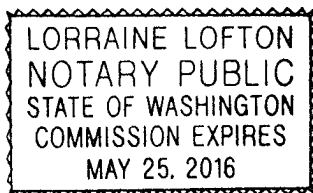
- a. Amount: \$161,000 less all payments made by Pacific to the EEOC pursuant to the Consent Decree;
- b. Conditions: This Judgment shall not be filed or executed upon until and unless the following conditions have been met:
 - i. Pacific has failed to make a timely payment required by the Consent Decree, and failed to cure the lack of payment within 20 days after receipt of written notice of default by the EEOC; and
 - ii. an authorized representative of the EEOC files a sworn declaration testifying to the amount owed and testifying that the above conditions have been met.

Nizar Sayani

Nizar Sayani, Managing Member, Pacific Hospitality, LLC

SUBSCRIBED AND SWORN TO BEFORE ME this 12th day of June,

2012.



Lorraine Lofton

Notary Public in and for the State of Washington residing at Seattle
My commission expires: 5/25/16

ORDER AND JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

Wds. *Jet* *Ku*

1 1. EEOC is hereby awarded judgment against Pacific Hospitality, LLC in the
2 principal amount of \$_____;

3 2. Interest shall accrue on the outstanding judgment amount at the rate of interest
4 applicable to federal court judgments on and after the time of entry of this Judgment;

5 3. The Clerk is directed to enter this Judgment in the records of the Court forthwith.

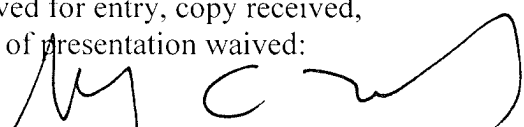
6
7 DONE IN OPEN COURT this _____ day of _____, 20__.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
JUDGE/COURT COMMISSIONER

Presented by:
EEOC

By _____

Approved for entry, copy received,
Notice of presentation waived:

By  _____
James C. Fowler, WSBA #15560
Attorney for Pacific Hospitality, LLC

1
2
3 **RELEASE**
4

5 FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby
6 acknowledged, _____ hereby voluntarily releases and forever discharges Pacific
7 Hospitality LLC, d/b/a La Quinta Inn Federal Way ("Pacific"), and Seasons Hotel, LLC, d/b/a Best
8 Western Tacoma Dome Hotel ("Seasons"), and their officers, directors, employees, agents,
9 subsidiaries, affiliates, parents, predecessors, successors and assigns, from liability for claims of
10 unlawful employment practices, discharge, constructive discharge, physical and/or verbal
11 harassment, and hostile work environment and deprivation of equal employment opportunities
12 based on sex, pregnancy, race, or religion in connection with her employment at Pacific and/or
13 Seasons or their predecessors, as asserted by the Equal Employment Opportunity Commission on
14 her behalf under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991
15 in United States District Court for the Western District of Washington, Cause No. 3:10-CV-05715.
16

17 DATED _____
18
19
20
21
22
23
24
25



NOTICE TO EMPLOYEES

This notice has been posted pursuant to an Order of the Court, entered on _____, approving the Consent Decree entered in resolution of a lawsuit brought by the U.S. Equal Employment Opportunity Commission (EEOC) against Pacific Hospitality, LLC and Seasons Hotel in the United States District Court for the Western District of Washington. The Consent Decree resolves EEOC's claims of discrimination, harassment and retaliation brought against the company and enjoins them from certain conduct prohibited by law.

Federal law and the Consent Decree prohibit discrimination against any individual because of his or her sex (including pregnancy), race and religion including harassment on these bases.

Federal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any company or Government Investigation of a charge of discrimination, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline up to and including immediate discharge.

Should you have any complaints of discrimination or harassment, you should contact _____ at _____.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, Seattle District Office at 909 1st Avenue, Suite 400, Seattle, WA 98104-1061, 206.220.6883, 1800.669.4000, or the Washington State Human Rights Commission at 711 S. Capitol Way, Suite 402, Olympia, WA 98504-2490, 360.753.6770.

W *5/2* *R*

1 This notice shall remain prominently posted at all facilities until
2 June 2016. This Official Notice shall not be altered, defaced, covered
3 or obstructed by any other material
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

WMT *ser* *Rn*

[PROPOSED] ORDER APPROVING CONSENT DECREE

The Court, having considered the foregoing stipulated agreement of the parties,
HEREBY ORDERS THAT the Consent Decree be, and the same hereby is, approved as the final
decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with
prejudice and without costs or attorneys' fees. The Court retains jurisdiction of this matter for
purposes of enforcing the Consent Decree approved herein.

DATED this ___ day of June, 2012.

United States District Court Judge

Presented by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

BY: 

MOLLY B. POWELL
Attorneys for Plaintiff
Equal Employment Opportunity Commission
Seattle Field Office
909 First Avenue, Ste. 400
Seattle, WA 98104

CERTIFICATE OF SERVICE

I hereby certify that on June 15, 2012, I electronically filed the forgoing "[PROPOSED] CONSENT DECREE" with the Clerk of the court using the CM/ECF system which will send notification of such filing to the following:

JAMES C. FOWLER
VANDENBERG JOHNSON & GANDARA, LLP
ONE UNION SQUARE, SUITE 2424
600 UNIVERSITY STREET
SEATTLE, WA 98101-1192
jfowler@vjgseattle.com
Tel: (206) 386-5904
Fax: (206) 464-0404

Paul S. Bovarnick
ROSE, SENDERS and BOVARNICK, LLP
1205 NW 25th Avenue
Portland, OR 97210
PBovarnick@rsblaw.net
Tel: (503) 227-2486

DATED this 15th day of June, 2012.

/s/Molly B. Powell

MOLLY B. POWELL
Senior Trial Attorney

Mc *JOZ* *Ru*